FREDERICK COUNTY DIVISION OF UTILITIES & SOLID WASTE MANAGEMENT FREDERICK, MARYLAND

	PROPOSAL FORM	
	SANITARY SEWER AND WATER MAINS	
	Project Name	
FREDERICE	COUNTY CONTRACT NO	
Prepared By: _		

REVISION NO.	DATE	DESCRIPTION
Revision 1	08/06/97	Revised Attachment "A", Sheet 2
Revision 2	07/03/13	Revised Proposal & County Manager

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NOTE: Contractor must also submit Certificate of Insurance in compliance with Article 23 of the Frederick County Maryland General Conditions and Standard Specifications for water mains, sanitary sewers and

related structure.

PROPOSAL

	•	• , •	
PROPOSAL ON PROJ	ECT NO.:		
Made this	day of	, 20	
Ву			
Business Address			

OWNER: Board of County Commissioners of Frederick County, Maryland

The Bidder declares that the only person, firm, or corporation or persons, firms, or corporations that has or have any interest in this proposal, or in the contract or contracts proposed to be taken, is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm, or corporation making a proposal for the same work; that the attached information for Bidder Special Provisions and form of contract, and the General Specifications, Standard Details, and drawings therein referred to, have been carefully examined and are understood; that as careful an examination has been made as in necessary to become informed as to the character and extent of the work to contract with the Owner in the form of contract hereto attached, to do the required work in the manner set forth in the Special Provisions, General Specifications, Standard Details, and as shown by the drawings.

The unit prices on the attached and signed proposal forms are to include and cover the furnishings of all materials and labor requisite and proper and the providing of all necessary machinery, tools, apparatus, and means for performing the work and the doing of all the above mentioned work, in the manner set forth, described, and shown in the Special Provisions, General Specifications, Standard Details, and on the contract drawings, within the prescribed time. If this proposal shall be accepted by the Owner and the undersigned shall refuse or neglect, within ten days after receiving the contract for said Owner may at its option, determine that the Bidder has abandoned the contract and thereupon the proposal and the acceptance thereof shall be forfeited to and become the property of said Owner.

NOTE: The Bidder or Bidders must sign here, and the address for each must be given. In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporation, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses, and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm, or by the officer or agent of the corporation who signs the proposal.

Receipt ac	cknowledged of the following addenda:		
<u>No.</u>	Acknowledged By:		
1		 	
2		 	
10			

CONT	RACT NO.		
		Date:	
Bidder	:		
Print N	Name:		
Signat	ure:		
Name	of Business:		
Busine	ss Address:		
ITEM NO.	DESCRIPTION	QTY. UNITS UNIT (Approximate) PRICE	TOTAL PRICE
101.	SEWER Furnish and install sanitary sewer, including excavation, backfill, fittings and appurtenances. a. 6-inch diameter PVC pipe b. 8-inch diameter PVC pipe c. 10-inch diameter PVC pipe d. 12-inch diameter PVC pipe	LF LF LF LF	
102.	Furnish and install Frederick County standard manhole complete, including steps, frame, cover, stubs and plugs. a. 48-inch standard b. 48-inch std. w/watertight frame & cover c. 48-inch shallow d. 48-inch shallow w/watertight frame & cover e. 72-inch standard f. 72-inch std. w/watertight frame & cover g. 48-inch standard over existing line	EA EA EA EA EA EA	
103.	Furnish and install manhole drop connection per Frederick County Standards a. Type "E" b. Type "F" c. Inside Drop	EA EA EA	

CONT	RACT NO.		
		Date:	
Bidder	;		
Print N	Name:		
Signati	ure:		
Name	of Business:		
Busine	ss Address:		
ITEM NO.	DESCRIPTION	QTY. UNITS UNIT (Approximate) PRICE	TOTAL PRICE
104.	SEWER Furnish and install 6-inch sanitary sewer house connection Standard Type "A", including excavation, backfill, field connection, fitting and cleanout. a. Single b. Double	EA EA	
105.	Furnish and install 6-inch sanitary sewer drop house connection, including excavation, backfill, concrete, field connection, fitting and cleanout per Frederick County Standards. a. Type "A" # of single; double b. Type "B" # of single; double c. Type "C" # of single; double d. Type "D" # of single; double e. Type "E" # of single; double f. Type "F" # of single; double g. Inside Drop " # of single; double	EA EA EA EA EA EA	
106.	Furnish and install sanitary sewer main line cleanout complete, including excavation, backfill, concrete frame and cover, per Frederick County Standard.	EA	

CONT	RACT NO.			
		Date:		
Bidder	;			
Print N	Name:			
Signat	ure:			
Name	of Business:			
Busine	ss Address:			
ITEM NO.	DESCRIPTION	QTY. UNITS (Approximate)	UNIT PRICE	TOTAL PRICE
107.	SEWER Furnish and install steel casing with carrier pipe, complete per Frederick County Standard 215. a. For 6-inch carrier pipe b. for 8-inch carrier pipe c. For 10-inch carrier pipe d. For 12-inch carrier pipe e. Forinch carrier pipe	LF LF LF LF LF		
108.	Televise all sewer mains and laterals, provide DVD and written report per plans and specifications	LS		

CONT	RACT NO.					
		Date:				
Bidder	:					
Print Name:						
Signati	ure:					
Name o	of Business:					
Busine	ss Address:					
ITEM NO.	DESCRIPTION	QTY. UNITS (Approximate)	UNIT PRICE	TOTAL PRICE		
301.	WATER Furnish and install ductile iron pipe water main, including excavation, backfill, fittings, caps, buttresses and anchors. a. 4-inch diameter b. 6-inch diameter c. 8-inch diameter d. 10-inch diameter e. 12-inch diameter finch diameter	LF LF LF LF LF				
302.	Furnish and install gate valve in water main, including strapping, tie rods, valve box and lid. a. 4-inch diameter b. 6-inch diameter c. 8-inch diameter d. 10-inch diameter e. 12-inch diameter finch diameter	EA EA EA EA				

CONT	RACT NO.			
	Da	ate:		
Bidder	;			
Print N	Name:			
Signat	ure:			
Name	of Business:			
Busine	ss Address:			
ITEM NO.	DESCRIPTION	QTY. UNITS (Approximate)	UNIT PRICE	TOTAL PRICE
303.	WATER Furnish and install 6-inch fire hydrant and valve, including excavation, backfill, tee, pipe, buttresses and anchors. a. Standard fire hydrant b. Dewatering fire hydrant	EA EA		
304.	Furnish and install Frederick County standard cap and blow-off for water main, including excavation, backfill, fitting, gate valve, valve boxes, lids, buttresses complete.	EA		
305.	Furnish and install 2-inch automatic air release valve, including excavation, backfill, manhole, appurtenances, complete per Frederick County Standards.	EA		
306.	Furnish and install Frederick County standard water house connection, including excavation, backfill, tapping, fittings, Type "k" copper tubing, meter vault, and lids, complete per Frederick County Standards a. 1-inch Single Water Meter Setting b. 1-inch Double Water Meter Setting c. 1½ -inch Single Water Meter Setting	EA EA EA		
	d. 2-inch Single Water Meter Setting	EA		

CONT	RACT NO		
		Date:	
Bidder	:		
Print N	Name:		
Signati	ure:		
Name o	of Business:		
Busine	ss Address:		
ITEM NO.	DESCRIPTION	QTY. UNITS UNIT (Approximate) PRICE	TOTAL PRICE
307.	WATER Furnish and install compound detector meter installation, complete per Frederick County Standards 112 .1 and 112.2. a. 4-inch meter installation b. 6-inch meter installation c. 8-inch meter installation dinch meter installation	EA EA EA EA	
308.	Furnish and install DI tapping sleeve and valve, complete including excavation, backfill, fittings, valve box and lid, and buttresses, per Frederick County Standards. a. 4-inch tapping sleeve and valve b. 6-inch tapping sleeve and valve c. 8-inch tapping sleeve and valve dinch tapping sleeve and valve	EA EA EA EA	
309.	Furnish and install steel casing with carrier pipe, complete per Frederick County Standards a. For 4-inch carrier pipe b. For 6-inch carrier pipe c. For 8-inch carrier pipe d. For 10-inch carrier pipe e. For 12-inch carrier pipe f. For -inch carrier pipe	LF LF LF LF LF	

CONTRACT NO.

		Date:	
Bidder	;		
	Name:		
Signatu	ure:		
Name o	of Business:		
Busine	ss Address:		
ITEM NO.	DESCRIPTION	QTY. UNITS (Approximate)	TOTAL PRICE
310.	WATER Provide two consecutive passing bacteria test per specifications	LS	

CONT	RACT NO.			
		Date:		
Bidder	;			
Print N	Name:			
Signati	ure:			
Name (of Business:			
Busine	ss Address:			
				TOTAL
ITEM NO.	DESCRIPTION	QTY. UNITS (Approximate)	UNIT PRICE	TOTAL PRICE
501.	MISCELLANEOUS Remove and replacing existing pavement for County highway, State Highway, per Frederick County Specifications Section 2610 and Standards. a. County Highway – Trench Repair b. Maryland State Highway – Trench Repair c. County Highway – Mill & Overlay d. Maryland State Highway – Mill & Overlay	SY SY SY SY		
502.	Furnish and install slope and/or channel protection per Frederick County Specifications Section 2230 and Standards a. Rip Rap b. Grouted Rip Rap c. Concrete d. Gabions	SY SY SY SY		
503.	Furnish and install concrete encasement and/or cradle, per Frederick County Standards.	СҮ		

CONT	RACT NO.			
		Date:		
Bidder	:			
Print N	Jame:			
Signatu	ire:			
Name o	of Business:			
Busine	ss Address:			
ITEM NO.	DESCRIPTION	QTY. UNITS (Approximate)	UNIT PRICE	TOTAL PRICE
601	CONTINGENT ITEMS Excavation and stone backfill below subgrade, per Frederick County Specifications Section 2200	СҮ		
602	Test pit excavation and backfill	СҮ		
TOTAL	L PROPOSED AMOUNT		\$	
ADD 1	0 % CONTINGENCIES		\$	
TOTA	L CONTRACT AMOUNT:		\$	
	Written in Words			

CONTRACT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT made this	day of	, 20,
by and between		, hereinafter called
by and between the "Contractor" and the BOARD OF C		ERS OF FREDERICK
COUNTY, MARYLAND, hereinafter call the	"OWNER."	
WITNESSETH, that the Contractor ar agree as follows:	nd the Owner for the consid	eration stated herein
Article I. Scope of Work. The Coperformed and shall provide and furnish all equipment, and all utility and transportation workmanlike manner all the work require	the labor, materials, neces on services required to pe d for the construction of	essary tools, expendable erform and complete in f the Board of County
Commissioners of Frederick County, Mary contract designated No, all in specifications including any and all add	strict accordance with the	e Contract drawings and
Engineers, which Contract drawings and spe strict compliance with the Contractor's p documents herein mentioned which are a p everything required by this Contract and the o	roposal and the other se part of this Contract, and	ections of the Contract the Contractor shall do
Article II. The Contract Price. The quantities supplied and installed in the perfor deductions provided therein, in current funds	rmance of this Contract, sul	bject to any additions or the contract bid price of
The foregoing bid price shall be the b and payment bonds, and is not to be construct the unit price items as stated in the Contr understood and agreed that payment will completed in place measured on the basis de	d to be a lump sum contract ractor's proposal are appro- be made only on the act	t price. The quantities of oximate only, and it is tual quantities of work

<u>Article III</u>. <u>Component Parts of this Contract</u>. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

specifications and at the unit prices stated.

1.	Addendum Nos,,	•	, and .
2.	Special Conditions of the Contract		 ,
3.	General Conditions of the Contrac		
4.	Contract Drawings.		
5.	General Specifications.		
6.	Project Specifications.		
7.	Instructions to Bidders.		
8.	Advertisement for Bids.		
9.	Contractor's Proposal.		
10.	This Instrument.		
11.	Contractor's Performance and pay	ment Bo	onds and Insurance Policies.
12.	Attachment "A"		
County i		ed, and	spects to applicable statutes of the State or if any part or provision of this Contract
work inc	cluded in the Contract to the point o consecutive calendar days included in the Contract, \$600.00 per day, apply to	f condit uding sa	from the Owner, and to fully complete all ional acceptance by the Owner within aid date, and the liquidated damage provisions ne period.
			Contractor
		By:	
		,	President
ATTEST	:	Owner	BOARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND
		By:	
Lori L. D	epies, CPA		Blaine R. Young
County M	Manager		President
Approved	d as to form and legal sufficiency:		
Frederick	County Attorney		

LABOR AND MATERIAL PAYMENT BOND

Bond No			
KNOW ALL MEN BY THE	SE PRESENTS, THAT WE,		
		as prin	cipal, and
as Surety, are held and firmly	bound unto the Frederick Cour	nty Board of County Com	ımissioners
in the full and just sum of			Dollars
(\$) la	wful money of the United State	s of America, to be paid t	o said
Frederick County Board of C truly to	ounty Commissioners or their a	attorney, to which paymen	nt well and
be made and done, we bind o	urselves, our heirs, executors, a	dministrators, successors,	, and
assigns, jointly, and severally	, firmly by these presents.		
WHEREAS, the abov	e bounden		Contractor,
(hereinafter called the Contra	ctor) has entered or is about to	enter into a contract with	the said
Frederick County Board of C	ounty Commissioners bearing e	even date herewith, among	g other
things for the furnishing of al	l labor and materials necessary	for the construction of	
(Contract Name and Number)		,
(hereinafter called the Contra	ct) in Frederick County, Maryla	and, and which Contract a	and all
documents forming a part the	reof shall be deemed a part here	eof as fully as if set out he	erein, and
WHEREAS, if was or	ne of the conditions of the aware	d of said Contract and pur	rsuant to
which said Contract was ente	red into, that these presents sho	auld be executed	

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH, that if the said Principal and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment for all materials furnished and/or all labor performed and services rendered in the prosecution and/or construction of the work provided for in said Contract or in any amendment or extension of our addition to said Contract which may be made with or without notice to the Surety, then the above obligation shall be void, otherwise to remain in full force and effect, PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) All persons, firms, and/or corporations who have furnished materials and/or performed labor or rendered services as aforesaid shall have a direct right action against the Principal and Surety on this bond, which right of action shall be asserted in proceedings instituted in any court of appropriate jurisdiction. Insofar as permitted by laws of the forum, such right of action shall be asserted in a proceeding instituted in the name of the Frederick County Board of County Commissioners to the use and benefit of the person instituting such action and or all other persons having claims hereunder, and any person having claim hereunder shall have the right to be made a party to such proceedings (but not later than six months after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.

- (b) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than six months after the complete performance of said Contract and final settlement thereof.

IN WITNESS WHER	EOF, THE SA	AID		
			(Con	tractor)
has caused this bond to be sig	gned in its nam	e, by its Presider	nt and its cor	porate seal to be hereon
affixed, duly attested by its S	ecretary and th	ne said		
			(Sure	
has caused this bond to be sig	gned in its nam	e by its		and its corporate
seal to be hereon affixed, dul	y attested by it	s	this	day of
, in t	the year	·		
WITNESS:				
		(Contractor)		(SEAL)
		(Contractor)		
	BY:	(President)		(SEAL)
		, ,		(CEAL)
	ATTEST:	(Secretary)		(SEAL)
WITNESS:		• • • • • • • • • • • • • • • • • • • •		
WIINESS.				(SEAL)
		(Surety)		
	BY:			(SEAL)
		(President)		
	ATTEST:			(SEAL)
		(Secretary)		
Approved as to form and lega	al sufficiency:			
Frederick County Attorney				
readified County retorney				

PERFORMANCE BOND

Bond No
NOW ALL MEN BY THESE PRESENTS, THAT WE,
as principal, and
as Surety, are held and firmly bound unto the Frederick County Board of County
Commissioners in the full and just sum ofDollars
(\$) lawful money of the United States of America, to be paid to said Frederick
County Board of County Commissioners or to their attorney, to which payment well and truly to
be made and done, we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly, and severally, firmly by these presents.
WHEREAS, the above bounden, Contractor,
(hereinafter called the Contractor) has entered or is about to enter into a contract with the said
Frederick County Board of County Commissioners bearing even date herewith, among other
things for the furnishing of all labor and materials necessary for the construction of
, (hereinafter called the Contract) in Frederick
(Contract Name and Number)
County, Maryland and which Contract and all documents forming a part thereof shall be deemed
a part hereof as fully as if set out herein, and
WHEREAS, if was one of the conditions of the award of said Contract and pursuant to
which said Contract was entered into, that these presents should be executed.

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH, that said Contractor shall well and truly perform, fulfill, and comply in all respects with all the undertakings, covenants, terms, conditions, and agreements of said Contract, and all obligations thereunder, including the proposal, specifications, and/or drawings, etc., there referred to, and made a part thereof, during the original term of said Contract, and any extension or extension thereof, that may be granted from time to time, by said Board of County Commissioners with or without notice to the Surety, and during the term or terms of any guarantee required under the proposal, specifications, and/or drawings, etc. and shall also well and truly perform fulfill, and comply in all respects with all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of said Contract that may be made hereafter, with or without notice to the Surety, and shall indemnify and save harmless said Frederick County Board of County Commissioners, its agents and employees against and from all cost, expenses, damages, injury, or loss to which the said Board of County Commissioners, its agents and employees may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default upon the part of the said Contractor, his agents or employees, or in any other manner arising, directly or indirectly from any and all causes whatsoever, in or about the execution of performance of the Contract, including said proposal, specifications, and drawings, etc. during the original term of said Contract and/or any authorized extension or modification thereof and/or during the term or terms of any guarantee arising under the terms and conditions

of the proposal, specifications, and/or drawings, etc., and shall save and keep harmless the said

Board of County Commissioners, their agents, and employees against and for all losses to it from any cause whatsoever, including actual or alleged patent infringements in furnishing, delivering, and constructing complete the said Contract, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

IN WITNESS WHEREOF, T	HE SAID			
			(Cont	ractor)
has caused this bond to be sig	ned in its nam	ne, by its Presiden	nt and its cor	porate seal to be hereon
affixed, duly attested by its Se	cretary and th	ne said		
			(Sure	ty)
has caused this bond to be sig	ned in its nam	ne by its		and its corporate
seal to be hereon affixed, duly	attested by it	ts	this	day of
, in tl	ne year			
,	<i>y</i>			
WITNESS:				
		(Contractor)		(SEAL)
	BY:			(SEAL)
	_ D1.	(President)		(SETIE)
	_ ATTEST:			(SEAL)
		(Secretary)		
WITNESS:				(CEAL)
		(Surety)		(SEAL)
	BY:			(SEAL)
	_	(President)		· ,
	_ ATTEST:			(SEAL)
		(Secretary)		
Approved as to form and legal	I sufficiency:			
Frederick County Attorney				

AFFIDVAIT OF QUALIFICATION TO BID

I hereb	by affirm that:
1.	I am the and the duly authorized representative of the firm (Title) whose address is
	(Name of Corporation)
	and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2.	Except as described in Paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of it employees directly involved in obtaining contracts with the State, any unit of the State, or any local government entity in the State (including a county, bi-county, or multi-county government entity) have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted, in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or under the laws of any State or the Federal Government. (Conduct prior to July 1, 1977 is not required to be reported.)
3.	(State "None" or, as appropriate) list any conviction, plea, or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence of disposition, if any.

I acknowledge that this affidavit is to be furnished to Frederick County, and where appropriate, to the Board of Public Works and the Attorney General under Maryland State Finance and Procurement Code Annotated, Section 16-202.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of County Commissioners of Frederick County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Maryland State Finance and Procurement Code Annotated, Section 16-203, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after

a hearing, from entering into Contra	cts with the State or any of its agencies or subdivisions. I do				
solemnly declare and affirm under the	ne penalties of perjury and upon personal knowledge that the				
contents of this affidavit are true and correct.					
Date:	Signature:				

ATTACHMENT "A" SUPPLEMENTARY CONDITIONS CONTRACT NO. ____

ARTICLE 24: CONTRACT SECURITY

In Paragraph 24.1, and the following sentence: "Such bonds shall remain in full force throughout the contract term, to include but not be limited to, the guarantee period in accordance with Article 30.1, and any extensions thereof, that may be granted from time to time by the owner, with or without notice to surety."

ARTICLE 30: GUARANTEE

In paragraph 30.1, delete the last sentence, "In the event...under this guarantee." And replace with the following: "In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by defects, the County may have the work accomplished by the surety company(ies) by invoking the provisions of the various bonds, or, at the discretion of the engineer, have the work accomplished and the contract amount retained used to pay for these repairs of the work or materials under guarantee."

ATTACHMENT A

1. Modifications to "General Conditions and Standard Specifications for Water Mains, Sanitary Sewers and Related Structures" for Frederick County, MD, specifically, the Project Office Requirements (Effective 7/14/97).

Requirements of Standards Specifications Section 1800, Temporary Facilities and Environmental Protection are hereby modified:

a. In Section C.5, insert a new paragraph after the existing second paragraph:

On projects funded by a developer, by means of a Public Works Agreement and with contract duration of less than 90 days, an office is not required. This provision applies only to those developer projects not procured utilizing the Frederick County Purchasing Department's procurement procedures. The following are requirements for projects with contract duration of less than 90 days.

- 1. The contractor will provide and maintain temporary toilets for the Inspector's use as also required in section C.3 of the specification.
- 2. Sanitary cooled drinking water is to be provided for the Inspector.
- 3. The funding developer or their representative must provide concurrence to the Construction Manager waiving the office requirement.
- b. In Section C.5.a, in the first sentence after "made ready for use..." add <u>prior to</u> issuance of Notice to Proceed and ...

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions amend or supplement the *General Conditions* and *Standard Specifications for Water Mains, Sanitary Sewers and Related Structures*, Frederick County, Maryland, revised and approved December 13, 1983, and amend on July 20, 2006 by Resolution 06-30. All provisions which are not so amended or supplemented remain in full force and effect.

Page 14 – Delete Article 15.3.a in its entirety and replace with the following:

a. Original Contract Amount

FROM	TO and INCLUDING	
\$0	\$ 999,999.99	\$ 600/Calendar Day
\$1,000,000	\$1,999,999.99	\$1,000/Calendar Day
\$2,000,000	or more	\$2,000/Calendar Day